

- UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

purchased Defendants' drugs in several states, including Minnesota, Iowa, North Dakota, South Dakota and Wisconsin.

6. TCBW's health and medical benefits are provided under a written benefit plan ("the Plan"). The Plan has generally provided prescription drug coverage under its prescription benefit program as follows:

a. Prior to July 1, 2003, TCBW (through its third-party administrator, Formula Corporation) administered its own prescription drug benefit program and paid for prescription drugs under that program based on the published average wholesale price ("AWP") less 10 percent, plus a dispensing fee, less the co-pay of the Plan participant.

b. As of July 1, 2003, TCBW contracted with Caremark Inc. ("Caremark"), a pharmacy benefits manager, to administer TCBW's prescription drug benefit program. Under the terms of the contract, TCBW pays Caremark as follows:

National Retail Pharmacy Network

1. For all brand name prescription drug purchases made through Caremark's National Retail Pharmacy Network, TCBW pays the lesser of: (a) AWP less 15%, plus a dispensing fee of \$2.00, less the co-pay of the Plan participant; or (b) the pharmacy's usual and customary price, less the co-pay of the Plan participant.

2. For all generic drug purchases made through Caremark's National Retail Pharmacy Network, TCBW pays the lesser of: (a) the Maximum Allowable Cost as determined from time to time by Caremark, plus a dispensing fee of \$2.00, less the co-pay of the Plan participant; or (b) the pharmacy's usual and customary price, less the co-pay of the Plan participant.

Mail Service Pharmacy

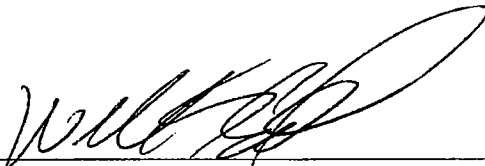
3. For all brand name prescription drug purchases made through Caremark's Mail Service Pharmacy, TCBW pays Caremark AWP less 23%, less the co-pay of the Plan participant.

4. For all generic prescription drug purchases made through Caremark's Mail Service Pharmacy, TCBW pays Caremark AWP less 60%, less the co-pay of the Plan participant.

5. During the Class Period, TCBW paid for certain pharmaceuticals, based on AWP, that were manufactured by each of the Defendants as set forth at Appendix B of the AMCC.

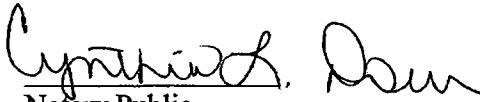
6. TCBW has been actively involved in the prosecution of this litigation and has enlisted the assistance of skilled and experienced class action counsel. TCBW's interests are not antagonistic to the interests of the members of the proposed Class.

7. TCBW does not have the ability or incentive to prosecute a case of this magnitude individually against the well-financed Defendants in this litigation and therefore believes that a class action is a superior way in which to redress the wrongs alleged as to TCBW and the other members of the class it seeks to represent.



William K. Ecklund, Esq.
Counsel for Twin Cities Bakery Workers
Health and Welfare Fund

Subscribed to before me this 30th day
of August, 2004.


Notary Public